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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON**

HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY,

Plaintiff,

v.

MORYSSA N. ELY, individually; and  
JOSEPH GENTRI, individually,

Defendants.

Case No. 2:22-cv-00088

**COMPLAINT FOR  
INTERPLEADER RELIEF**

**NOW COMES** Plaintiff Hartford Life and Accident Insurance Company  
("Plaintiff" or "Hartford"), by and through its undersigned counsel, and for its  
Complaint for Interpleader Relief, states as follows:

**I. PARTIES**

1. Hartford is a corporation incorporated under the laws of the State of  
Connecticut, with its principal place of business in the State of Connecticut.

2. Upon information and belief, Defendant Moryssa N. Ely (“Ely”) is the ex-spouse of Jacob Genti (“Decedent”) and is a citizen of the State of Washington and a resident of, and domiciled in, Moses Lake, Grant County, Washington.

3. Upon information and belief, Defendant Joseph Genti (“Genti”) is the Father of Decedent and is a citizen of the State of Montana and a resident of, and domiciled in, Missoula County, Montana.

## II. JURISDICTION AND VENUE

4. This action is brought pursuant to Rule 22 of the Federal Rules of Civil Procedure (“Rule Interpleader”) and 28 U.S.C. § 1335 (“Statutory Interpleader”).

5. This Court has original jurisdiction over this action, pursuant to general federal question under 28 U.S.C. § 1331 and pursuant to 29 U.S.C. § 1132(e)(1) because this action arises under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1001, *et seq.*, a law of the United States and provides an independent basis of federal jurisdiction that is also sufficient for rule interpleader under Rule 22.

6. This Court also has jurisdiction pursuant to 28 U.S.C. § 1335 (Statutory Interpleader), as the amount in controversy exceeds \$500 and the Defendants are citizens of and domiciled in different states.

7. Venue is proper pursuant to 29 U.S.C. § 1132(e)(2) and 28 U.S.C. § 1397, because at least one of the defendants resides in this District.

1 **III. FACTUAL BACKGROUND**

2 8. Decedent was an employee of Confluence Health (“Employer”), and a  
3 participant in an ERISA-regulated life insurance and accidental death and  
4 dismemberment plan (“Plan”).

5 9. Benefits under the Plan were funded by a group policy of basic life  
6 insurance policy (“Life Policy”), Policy No. 681334, issued by Hartford.

7 10. Hartford, as the claim administrator for claims made under the Policy,  
8 must administer claims in accordance with ERISA and the documents and  
9 instruments governing the Plan. 29 U.S.C. § 1104(a)(1)(D).

10 11. ERISA defines a beneficiary as a person designated by a participant, or  
11 by the terms of an employee benefit plan, who is or may become entitled to a benefit  
12 thereunder. 29 U.S.C. § 1002(8).

13 12. The Life Policy establishes the right of a participant to name his or her  
14 beneficiary, and states that benefits will be paid to the designated beneficiary. Filed  
15 with this Complaint is the Declaration of Kerry Fritz (“Fritz Decl.”) filed  
16 contemporaneously with this Complaint, which contains the Hartford Policy and  
17 Claim file materials relevant to this matter.

18 13. The Policy states the following regarding designating a beneficiary:

19 **Beneficiary Designation:** *How do I designate or change my*  
20 *beneficiary?*

1 You may designate or change a beneficiary by doing so in writing on a  
2 form satisfactory to Us and filing the form with the Employer. Only  
3 satisfactory forms sent to the Employer prior to Your death will be  
4 accepted.

5 Beneficiary designations will become effective as of the date You  
6 signed and dated the form, even if You have since died. We will not be  
7 liable for any amounts paid before receiving notice of a beneficiary  
8 change from the Employer.

9 In no event may a beneficiary be changed by a power of attorney.

10 *See Fritz Decl., Exhibit 1, p. 28.*

11 14. Upon information and belief, Decedent died on September 17, 2021.

12 *See Fritz Decl., Exhibit 2.*

13 15. At the time of his death, the Decedent was enrolled for basic life  
14 coverage.

15 16. As of the date of his death, Decedent was insured for \$35,000 under the  
16 basic life coverage which became payable to the proper beneficiary or beneficiaries  
17 upon his death, depending on the circumstances and facts of his death, and subject  
18 to all terms and conditions of the Policy.

19 17. Decedent's beneficiary designation named Defendant Ely as a  
20 beneficiary to receive 100% of the total benefit. *See Fritz Decl., Exhibit 3.*

18 18. As of the date of this filing, Hartford has not received a beneficiary  
19 statement from Defendant Ely.

1           19. Hartford received a sworn statement from Defendant Gentri claiming  
2 “Decedent’s interest in the Hartford Insurance Claim No. 17444447, as a successor,  
3 and as defined in RCW 11.62.005” dated December 28, 2021. *See* Fritz Decl.,  
4 Exhibit 4.

5           20. Defendant Gentri stated that he was claiming “Decedent’s property on  
6 behalf of Decedent’s minor son . . . and pursuant to the Uniform Transfer to Minor’s  
7 Act.” *See* Fritz Decl., Exhibit 4 at ¶ 7.

8           21. Hartford received a letter from Defendant Gentri’s attorney stating that  
9 at the time of his death, Decedent and Defendant Ely were divorced and pursuant to  
10 “RCW 11.07.010(2)(a), when a policy names a former spouse as beneficiary, and  
11 the marriage is dissolved, then such beneficiary designation is revoked, and that  
12 former spouse (here, Moryssa) is treated as having predeceased the policy holder  
13 (here, Jacob).” *See* Fritz Decl, Exhibit 5.

14           22. Defendant Gentri’s attorney attached a copy of Decedent and  
15 Defendant Ely’s Divorce Decree. *See* Fritz Decl., Exhibit 6.

16           23. Hartford has not paid any amount of the basic life benefits (the “Death  
17 Benefit”) to any party.

18           24. Per the Beneficiary Designation, Defendant Ely would be entitled to  
19 \$35,000 of the Death Benefits. *See* Fritz Decl., Exhibit 3.

1           25. Revised Code of Washington (“RCW”) 11.07.010(2)(a) provides, in  
2 part:

3           If a marriage or state registered domestic partnership is dissolved or  
4 invalidated, or a state registered domestic partnership terminated, a  
5 provision made prior to that event that relates to the payment or transfer  
6 at death of the decedent's interest in a nonprobate asset in favor of or  
7 granting an interest or power to the decedent's former spouse or state  
8 registered domestic partner, is revoked. A provision affected by this  
section must be interpreted, and the nonprobate asset affected passes,  
as if the former spouse or former state registered domestic partner,  
failed to survive the decedent, having died at the time of entry of the  
decree of dissolution or declaration of invalidity or termination of state  
registered domestic partnership.

9           26. ERISA preempts “any and all State laws insofar as they may now or  
10 hereafter relate to any employee benefit plan” covered by ERISA. 29 U.S.C.  
11 § 1144(a). A state law relates to an ERISA plan “if it has a connection with or  
12 reference to such a plan.” *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 97 (1983).  
13 When state laws require administrators to pay benefits to beneficiaries pursuant to  
14 state law, rather than to those identified in the plan documents, those statutes have a  
15 prohibited connection with ERISA plans and are preempted. *See generally Egelhoff*  
16 *v. Egelhoff*, 532 U.S. 141 (2001).

17           27. Based upon the surrounding facts and circumstances of Decedent’s  
18 death, Hartford cannot determine whether a court would find that Defendant Ely  
19 would be entitled to the Death Benefit, or whether a court would determine  
20 Defendant Gentri should receive said benefit.

1           28. In light of the potential claim of Defendant Ely arising from and  
2 existing claim from Defendant Gentri, Hartford cannot determine the proper  
3 beneficiary for the Death Benefits at issue and is exposed to the actual or potential  
4 of competing claims for such benefits.

5           29. Conflicting issues of fact and law exist as to the proper beneficiary of  
6 the Death Benefits and Hartford has, therefore, been unable to determine who is  
7 entitled to the Death Benefits without risking potential exposure to multiple  
8 liabilities.

9           30. Hartford is now, and at all times has been, ready and willing to pay the  
10 Death Benefits to the party or parties legally entitled to them.

11           31. Hartford is merely a stakeholder and claims no beneficial interest in the  
12 Death Benefits, except for the payment of its reasonable attorneys' fees and costs  
13 incurred in bringing this action for interpleader.

14           32. Hartford cannot determine the proper beneficiary of the Death Benefits  
15 without assuming the responsibility of determining doubtful questions of fact and  
16 law, and without incurring the risk of being subject to costs and expenses in  
17 defending itself in multiple suits or the possibility of multiple payments of the  
18 amount due.

19           **WHEREFORE**, Plaintiff Hartford Life and Accident Insurance Company,  
20 respectfully requests that the Court:

1           A.     Permit Hartford to remit the Death Benefits into the registry of this  
2 Court;

3           B.     Order Defendants to answer and present their claims to the Death  
4 Benefits;

5           C.     Issue an Order enjoining and restraining Defendants from instituting or  
6 prosecuting any action or proceeding in any State or United States court against  
7 Hartford, the Policy, the Plan, or Employer for the recovery of the Death Benefits;

8           D.     Dismiss Hartford with prejudice from this action, and discharge  
9 Hartford, the Policy, the Plan, and Employer and each of their respective officers,  
10 directors, employees, fiduciaries, successors and assigns from any further liability  
11 upon payment of the Death Benefits into the Registry of this Court, or as otherwise  
12 directed by this Court;

13          E.     Permit Hartford to recover its costs and attorneys' fees in connection  
14 with this action; and

15          F.     Order such other and further relief as this Court deems just and proper.

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1 Respectfully submitted this 27th day of April, 2022.

2 OGLETREE, DEAKINS, NASH, SMOAK  
3 & STEWART, P.C.

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